

Form 150

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:

Bankruptcy Case No.: 17-20347-JAD

Chapter: 13  
Docket No.: 28 - 26  
Conciliation Conference Date: 8/3/17 at 09:00 AM

**Lawrence M. Connelly**  
**aka Larry M. Connelly**  
Debtor(s)

Patricia Connelly

**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that I am, and at all times hereinafter mentioned was, more than 18 years of age and that

on the 21st day of June, 2017, I served a copy of the within *Order* together with the *Amended Plan* filed in this proceeding, by (describe the mode of service):

REGULAR US POSTAL SERVICE

on the respondent(s) at (list names and addresses here):

SEE ATTACHED MAILING MATRIX

Executed on June 21, 2017  
(Date)

/s/ Leslie Nebel  
(Signature)

Leslie Nebel, 707 Grant Street, Suite 2830, Pittsburgh, PA 15219  
(Type Name and Mailing Address of Person Who Made Service)

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Label Matrix for Local Noticing  
0315-2  
Case 17-20347-JAD  
WESTERN DISTRICT OF PENNSYLVANIA  
Pittsburgh  
Fri Jun 16 10:22:57 EDT 2017

Peter J. Ashcroft  
Bernstein-Burkley, P.C.  
Suite 2200, Gulf Tower  
Pittsburgh, PA 15219-1900

BP/SYNCB  
PO Box 530942  
Atlanta, GA 30353-0942

(p) BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

Bank of America, N.A.  
P O Box 982284  
El Paso, TX 79998-2284

Citi  
PO Box 6004  
Sioux Falls, SD 57117-6004

Lawrence M. Connelly  
39 Chartiers Avenue  
Braddock, PA 15104-1003

Patricia Connelly  
39 Chartiers Avenue  
Braddock, PA 15104-1003

Department Store National Bank  
c/o Quantum3 Group LLC  
PO Box 657  
Kirkland, WA 98083-0657

Discover  
PO Box 742655  
Cincinnati, OH 45274-2655

Discover Bank  
Discover Products Inc  
PO Box 3025  
New Albany, OH 43054-3025

Dollar Bank  
PO Box 3969  
Pittsburgh PA 15230-3969

Dollar Bank  
PO Box 555  
Pittsburgh, PA 15230-0555

Duquesne Light Company  
c/o Peter J. Ashcroft,  
Bernstein-Burkley, P.C.,  
707 Grant St., Suite 2200, Gulf Tower,  
Pittsburgh, PA 15219-1945

Ford Credit  
PO Box 542000  
Omaha, NE 68154-8000

(p) FORD MOTOR CREDIT COMPANY  
P O BOX 62180  
COLORADO SPRINGS CO 80962-2180

Lowes  
PO Box 530914  
Atlanta, GA 30353-0914

MIDLAND FUNDING LLC  
PO Box 2011  
Warren, MI 48090-2011

Macy's  
PO Box 8058  
Mason, OH 45040-8058

Office of the United States Trustee  
Liberty Center.  
1001 Liberty Avenue, Suite 970  
Pittsburgh, PA 15222-3721

PNC Bank Visa  
PO Box 3429  
Pittsburgh, PA 15230-3429

PNC Bank, N.A.  
PO BOX 94982  
Cleveland, OH 44101-4982

PNC Mortage  
PO Box 1820  
Dayton, OH 45401-1820

PNC Mortgage, a division of PNC Bank, NA  
Attn: Bankruptcy  
3232 Newark Drive  
Miamisburg, OH 45342-5421

Pennsylvania Dept. of Revenue  
Department 280946  
P.O. Box 280946  
ATTN: BANKRUPTCY DIVISION  
Harrisburg, PA 17128-0946

Peoples Natural Gas Company LLC  
c/o S. James Wallace, P.C.  
845 N. Lincoln Ave.  
Pittsburgh, PA 15233-1828

(p) PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Rankin Borough  
c/o PA Municipal Services  
336 Delaware Avenue  
Oakmont, PA 15139-2138

Rankin Borough  
c/o PA Municipal Services  
336 Delaware Avenue, Dept. U-019  
Oakmont, PA 15139-2138

Case 17-20347-JAD Doc 30 Filed 06/21/17 Entered 06/21/17 08:23:54 Desc Main  
Riverset Credit Union Sears Document Page 3 of 10 Kenneth M. Steinberg  
1700 Jane Street PO Box 6286 Steidl & Steinberg  
Pittsburgh, PA 15203-1812 Sioux Falls, SD 57117-6286 Suite 2830 Gulf Tower.  
707 Grant Street  
Pittsburgh, PA 15219-1908

Sunoco  
PO Box 6406  
Sioux Falls, SD 57117-6406

The Home Depot  
PO Box 9001010  
Louisville, KY 40290-1010

S. James Wallace  
845 N. Lincoln Avenue  
Pittsburgh, PA 15233-1828

James Warmbrodt  
KML Law Group, P.C.  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106-1541

Ronda J. Winnecour  
Suite 3250, USX Tower  
600 Grant Street  
Pittsburgh, PA 15219-2702

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank of America  
PO Box 15019  
Wilmington, DE 19886

Ford Motor Credit Company, LLC  
P.O. Box 62180  
Colorado Springs, CO 80962

Portfolio Recovery Associates, LLC  
POB 12914  
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Duquesne Light Company

(u) PNC BANK, NATIONAL ASSOCIATION

End of Label Matrix	
Mailable recipients	37
Bypassed recipients	2
Total	39

Form 202

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:

**Lawrence M. Connelly  
aka Larry M. Connelly  
Patricia Connelly  
Debtor(s)**

Bankruptcy Case No.: 17-20347-JAD

Chapter: 13  
Docket No.: 28 - 26  
Concil. Conf.: August 3, 2017 at 09:00 AM

**ORDER SCHEDULING DATES FOR HEARING ON  
AND OBJECTION TO AMENDED PLAN DATED 6/16/17**

**IT IS HEREBY ORDERED** that the Debtor(s) shall *immediately* serve a copy of this order and the "Amended Chapter 13 Plan" on the Chapter 13 Trustee and all parties in interest and complete and file the enclosed Certificate of Service with the Clerk of the Bankruptcy Court.

***On or before July 20, 2017***, all Objections must be filed and served on the Debtor, Chapter 13 Trustee, and any creditor whose claim is the subject of the Objection. ***Objections which are not timely filed will not be considered.***

***On August 3, 2017 at 09:00 AM***, a Conciliation Conference shall occur with the Chapter 13 Trustee on the Debtor's Amended Chapter 13 Plan at 3251 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

If the Parties cannot resolve all disputes at the conciliation conference, a hearing will be scheduled and orally announced at the conclusion of the conference without any further written notice to any party. Parties are directed to monitor the Court's docket and read the Chapter 13 Trustee's minutes of the conciliation conference to the extent such parties desire more information regarding the outcome of the conciliation conference.

Dated: June 20, 2017

Jeffery A. Deller  
United States Bankruptcy Judge

cm: Proponent of the Amended Plan

Bankruptcy Case Number: **17-20347 JAD**

Debtor#1 **LAWRENCE M. CONNELLY**

Last Four (4) Digits of SSN: **5642**

Debtor#2: **PATRICIA CONNELLY**

Last Four (4) Digits of SSN: **1155**

Hearing Date: **8/3/17 at 9:00 am**

Check if applicable  Amended Plan  Plan expected to be completed within the next 12 months

**CHAPTER 13 PLAN DATED JUNE 16, 2017**  
**COMBINED WITH CLAIMS BY DEBTOR PURSUANT TO RULE 3004**

**UNLESS PROVIDED BY PRIOR COURT ORDER THE OFFICIAL PLAN FORM MAY NOT BE MODIFIED**

**PLAN FUNDING**

Total amount of **\$1,585.00** per month for a plan term of **60** months shall be paid to the Trustee from future earnings as follows:

Payments:	By Income Attachment	Directly by Debtor	By Automated Bank Transfer
D#1	<b><u>\$1,585.00</u></b>	\$_____	\$_____
D#2	\$_____	\$_____	\$_____

(Income attachments must be used by Debtors having attachable income) (SSA direct deposit recipients only)

Estimated amount of additional plan funds from sale proceeds, etc.: \$\_\_\_\_\_

The Trustee shall calculate the actual total payments estimated throughout the plan.

The responsibility for ensuring that there are sufficient funds to effectuate the goals of the Chapter 13 plan rests with the Debtor.

**PLAN PAYMENTS TO BEGIN:** no later than one month following the filing of the bankruptcy petition.

**FOR AMENDED PLANS:**

- i. The total plan payments shall consist of all amounts previously paid together with the new monthly payment for the remainder of the plan's duration.
- ii. The original plan term has been extended by \_\_\_\_\_ months for a total of \_\_\_\_\_ months from the original plan filing date;
- iii. The payment shall be changed effective \_\_\_\_\_.
- iv. The Debtor (s) have filed a motion requesting that the court appropriately change the amount of all wage orders.

The Debtor agrees to dedicate to the plan the estimated amount of sale proceeds: \$\_\_\_\_\_ from the sale of this property (describe) \_\_\_\_\_. All sales shall be completed by \_\_\_\_\_. Lump sum payments shall be received by the Trustee as follows: \_\_\_\_\_.

Other payments from any source (describe specifically) \_\_\_\_\_ shall be received by the Trustee as follows: \_\_\_\_\_.

**The sequence of plan payments shall be determined by the Trustee, using the following as a general guide:**

*Level One:* Unpaid filing fees.

*Level Two:* Secured claims and lease payments entitled to Section 1326 (a)(1)(C) pre-confirmation adequate protection payments.

*Level Three:* Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and post-petition utility claims.

*Level Four:* Priority Domestic Support Obligations.

*Level Five:* Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

*Level Six:* All remaining secured, priority and specially classified claims, miscellaneous secured arrears.

*Level Seven:* Allowed general unsecured claims.

*Level Eight:* Untimely filed unsecured claims for which the Debtor has not lodged an objection.

**1. UNPAID FILING FEES** \_\_\_\_\_

Filing fees: the balance of \$\_\_\_\_\_ shall be fully paid by the Trustee to the Clerk of Bankruptcy Court from the first available funds.

**PAWB Local Form 10 (07/13)****2. PERSONAL PROPERTY SECURED CLAIMS AND LEASE PAYMENTS ENTITLED TO PRECONFIRMATION ADEQUATE PROTECTION PAYMENTS UNDER SECTION 1326 (a)(1)(C)**

*Creditors subject to these terms are identified below within parts 3b, 4b, 5b or 8b. Timely plan payments to the Trustee by the Debtor(s) shall constitute compliance with the adequate protection requirements of Section 1326 (a)(1)(C). Distributions prior to final plan confirmation shall be made at Level 2. Upon final plan confirmation, these distributions shall change to level 3. Leases provided for in this section are assumed by the Debtor(s).*

**3(a). LONG TERM CONTINUING DEBTS CURED AND REINSTATED, AND LIEN (if any) RETAINED**

Name of Creditor (include account #)	Description of Collateral (Address or parcel ID of real estate, etc.)	Monthly Payment (If changed, state effective date)	Pre-petition arrears to be cured (w/o interest, unless expressly stated)
PNC Mortgage 4018	39 Chartiers Avenue, Rankin, PA	\$586.79	\$74.71

*3(b). Long term debt claims secured by PERSONAL property entitled to §1326 (a)(1)(C) preconfirmation adequate protection payments:*

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**4. SECURED CLAIMS TO BE PAID IN FULL DURING TERM OF PLAN, ACCORDING TO ORIGINAL CONTRACT TERMS, WITH NO MODIFICATION OF CONTRACTUAL TERMS AND LIENS RETAINED UNTIL PAID**

*4(a). Claims to be paid at plan level three (for vehicle payments, do not use "pro rata" but instead, state the monthly payment to be applied to the claim):*

Name of Creditor	Description of Collateral	Contractual Monthly Payment (Level 3)	Principal Balance Of Claim	Contract Rate of Interest
Riverset Credit Union	2009 Ford Escape	\$151.18	\$4,048.00	2.99%

*4(b). Claims entitled to preconfirmation adequate protection payments pursuant to Section 1326 (a)(1)(C) (Use only if claim qualifies for this treatment under the statute, and if claims are to be paid at level two prior to confirmation, and moved to level three after confirmation):*

Name of Creditor	Description of Collateral	Contractual Monthly Payment (Level 3)	Principal Balance Of Claim	Contract Rate of Interest

**5. SECURED CLAIMS TO BE FULLY PAID ACCORDING TO MODIFIED TERMS AND LIENS RETAINED**

*5(a). Claims to be paid at plan level three (for vehicle payments, do not use "pro rata"; instead, state the monthly payment to be applied to the claim)*

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Monthly Payment at Level 3 or Pro Rata

**PAWB Local Form 10 (07/13)**

**5(b). Claims entitled to preconfirmation adequate protection payments pursuant to Section 1326 (a)(1)(C) (Use only if claim qualifies for this treatment under the statute, and if claims are to be paid at level two prior to confirmation, and moved to level three after confirmation):**

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Monthly Payment at Level 3 or Pro Rata

**6. SECURED CLAIMS NOT PAID DUE TO SURRENDER OF COLLATERAL; SPECIFY DATE OF SURRENDER**

**7. THE DEBTOR PROPOSES TO AVOID OR LIMIT THE LIENS OF THE FOLLOWING CREDITORS:**

Name the Creditor and identify the collateral with specificity.	Name the Creditor and identify the collateral with specificity.

**8. LEASES. Leases provided for in this section are assumed by the debtor(s). Provide the number of lease payments to be made by the Trustee.**

**8(a). Claims to be paid at plan level three (for vehicle payments, do not use "pro rata"; instead, state the monthly payment to be applied to the claim):**

Name of Creditor (include account#)	Description of leased asset	Monthly payment amount and number of payments	Pre-petition arrears to be cured (Without interest, unless expressly stated otherwise)
Ford Credit	2016 Ford Escape	\$276.50 Lease ends: April, 2019	\$0.00

**8(b). Claims entitled to preconfirmation adequate protection payments pursuant to Section 1326 (a)(1)(C) (Use only if claim qualifies for this treatment under the statute, and if claims are to be paid at level two prior to confirmation, and moved to level three after confirmation):**

Name of Creditor (include account#)	Description of leased asset	Monthly payment amount and number of payments	Pre-petition arrears to be cured (Without interest, unless expressly stated otherwise)

**9. SECURED TAX CLAIMS FULLY PAID AND LIENS RETAINED**

Name of Taxing Authority	Total Amount of Claim	Type of Tax	Rate of Interest *	Identifying Number(s) if Collateral is Real Estate	Tax Periods

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania and County of Allegheny shall bear interest at the statutory rate in effect as of the date of confirmation of the first plan providing for payment of such claims.

**PAWB Local Form 10 (07/13)****10. PRIORITY DOMESTIC SUPPORT OBLIGATIONS:**

If the Debtor (s) is currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the Debtor (s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. If this payment is for prepetition arrearages only, check here:  As to "Name of Creditor," specify the actual payee, e.g. PA SCDU, etc.

Name of Creditor	Description	Total Amount of Claim	Monthly Payment or Prorata

**11. PRIORITY UNSECURED TAX CLAIMS PAID IN FULL**

Name of Taxing Authority	Total Amount of Claim	Type of Tax	Rate of Interest (0% if blank)	Tax Periods
<b>Internal Revenue Service</b>	<b>\$3,035.59</b>	<b>Income</b>	<b>0%</b>	<b>2016</b>

**12. ADMINISTRATIVE PRIORITY CLAIMS TO BE FULLY PAID**

- a. Percentage fees payable to the Chapter 13 Fee and Expense Fund shall be paid at the rate fixed by the United States Trustee.
- b. Attorney fees are payable to **Steidl & Steinberg, Suite 2830- Gulf Tower, 707 Grant Street, Pittsburgh, PA 15219**. In addition to a retainer of **\$600.00 in attorney fees, \$500.00 in expenses** already paid by or on behalf of the Debtor, the amount of **\$4,400.00** is to be paid at the rate of **\$200.00** per month. Including any retainer paid, a total of \$\_\_\_\_\_ has been approved pursuant to a fee application. An additional \$\_\_\_\_\_ will be sought through a fee application to be filed and approved before any additional amount will be paid thru the Plan.

**13. OTHER PRIORITY CLAIMS TO BE PAID IN FULL**

Name of Creditor	Total Amount of Claim	Interest Rate (0% if blank)	Statute Providing Priority Status

**14. POST-PETITION UTILITY MONTHLY PAYMENTS.** This provision completed only if utility provider has agreed to this treatment.

These payments comprise a single monthly combined payment for post-petition utility services, any post-petition delinquencies and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility file a motion requesting a payment change, the Debtor will be required to file an amended plan. These payments may not resolve all of the post-petition claims of the utility. The utility may require additional funds from the Debtor (s) after discharge.

**PAWB Local Form 10 (07/13)**

Name of Creditor	Monthly Payment	Post-petition Account Number

**15. CLAIMS OF UNSECURED NONPRIORITY CREDITORS TO BE SPECIALLY CLASSIFIED.** If the following is intended to be treated as long term continuing debt treatment pursuant to Section 1322(b)(5) of the Bankruptcy Code, check here:

Name of Creditor	Principal Balance or Long Term Debt	Rate of Interest (0% if blank)	Monthly Payments	Arrears to be Cured	Interest Rate on Arrears

**16. CLAIMS OF GENERAL, NONPRIORITY UNSECURED CREDITORS**

Debtor(s) ESTIMATE that a total of \$33,821.00 will be available for distribution to unsecured, non-priority creditors. Debtor(s) UNDERSTAND that a MINIMUM of \$0.00 shall be paid to unsecured, non-priority creditors in order to comply with the liquidation alternative test for confirmation. The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 53%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified in Parts 1 - 15, above, are included in this class.

**GENERAL PRINCIPLES APPLICABLE TO ALL CHAPTER 13 PLANS**

This is the voluntary Chapter 13 reorganization plan of the Debtor (s). The Debtor (s) understand and agree that the Chapter 13 plan may be extended as necessary by the Trustee, to not more than sixty (60) months, in order to insure that the goals of the plan have been achieved. Property of the estate shall not re-vest in the Debtor (s) until the bankruptcy case is closed.

The Debtor (s) shall comply with the tax return filing requirements of Section 1308, prior to the Section 341 Meeting of Creditors, and shall provide the Trustee with documentation of such compliance at or before the time of the Section 341 Meeting of Creditors. Counsel for the Debtor(s), or Debtor (if not represented by counsel), shall provide the Trustee with the information needed for the Trustee to comply with the requirements of Section 1302 as to notification to be given to Domestic Support Obligation creditors, and Counsel for the Debtor(s), or Debtor (if pro se) shall provide the Trustee with the calculations relied upon by Counsel to determine the Debtor (s)' current monthly income and disposable income.

As a condition to eligibility of the Debtor(s) to receive a discharge upon successful completion of the plan, Counsel for the debtor(s), or the debtor(s) if not represented by counsel, shall file with the Court Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) within forty-five (45) days after making the final plan payment.

All pre-petition debts are paid through the Trustee. Additionally, ongoing payments for vehicles, mortgages and assumed leases are also paid through the Trustee, unless the Court orders otherwise.

Percentage fees to the Trustee are paid on all distributions at the rate fixed by the United States Trustee. The Trustee has the discretion to adjust, interpret and implement the distribution schedule to carry out the plan. The Trustee shall follow this standard plan form sequence unless otherwise ordered by the Court.

The provisions for payment to secured, priority and specially classified creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the Trustee will not be required. The Clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. If the secured, priority or specially classified creditor files its own claim, then the creditor's claim shall govern, provided the Debtor (s) and Debtor (s)' counsel have been given notice and an opportunity to object. The Trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.

**PAWB Local Form 10 (07/13)**

Any Creditor whose secured claim is modified by the plan, or reduced by separate lien avoidance actions, shall retain its lien until the plan has been fully completed, or until it has been paid the full amount to which it is entitled under applicable non-bankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and successful completion of the plan by the Debtor(s), the creditor shall promptly cause all mortgages and liens encumbering the collateral to be satisfied, discharged and released.

Should a pre-petition Creditor file a claim asserting secured or priority status that is not provided for in the plan, then after notice to the Trustee, counsel of record, (or the Debtor(s) in the event that they are not represented by counsel), the Trustee shall treat the claim as allowed unless the Debtor(s) successfully objects.

Both of the preceding provisions will also apply to allowed secured, priority and specially classified claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' COUNSEL OF RECORD (OR DEBTOR, IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed on the Debtor.

**BY SIGNING THIS PLAN THE UNDERSIGNED, AS COUNSEL FOR THE DEBTOR(S), OR THE DEBTOR(S) IF NOT REPRESENTED BY COUNSEL, CERTIFY THAT I/WE HAVE REVIEWED ANY PRIOR CONFIRMED PLAN(S), ORDER(S) CONFIRMING PRIOR PLAN(S), PROOFS OF CLAIM FILED WITH THE COURT BY CREDITORS, AND ANY ORDERS OF COURT AFFECTING THE AMOUNT(S) OR TREATMENT OF ANY CREDITOR CLAIMS, AND EXCEPT AS MODIFIED HEREIN, THAT THIS PROPOSED PLAN CONFORMS TO AND IS CONSISTENT WITH ALL SUCH PRIOR PLANS, ORDERS AND CLAIMS. FALSE CERTIFICATIONS SHALL SUBJECT THE SIGNATORIES TO SANCTIONS UNDER FED.R.BANK.P. 9011.**

Attorney Signature: /s/ Kenneth M. Steinberg

Attorney Name and Pa. ID # Kenneth M. Steinberg #31244

Attorney Address and Phone: 707 Grant Street, Suite 2830-Gulf Tower, Pittsburgh, PA 15219  
412-391-8000

Debtor Signature: /s/ Lawrence M. Connelly

Debtor Signature /s/ Patricia Connelly